

Trustees, and Beneficiary. It apply the same and (after payment hereof of all expenses) any receipts collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustees and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

10. **TRUSTEE EXPENSES**—If the premises or any part thereof are advertised for sale under the provisions of this Deed of Trust and are not sold, Grantor will pay all expenses of and attending such advertisement and intended sale plus $\frac{1}{2}$ of the attorney's fee and Trustees' commissions described in paragraph 9(b) above, said $\frac{1}{2}$ fee and commissions to be based on the then outstanding principal balance of the loan, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust.

11. **TRUSTEES' AUTHORITY**—Trustees or the one acting in their stead shall have, in their discretion, authority to employ all proper agents and attorneys in the execution of this Trust, and pay for such services rendered out of the proceeds of the sale of the trust property, should any be realized; and if no sale be made, then Grantor hereby undertakes and agrees to pay the cost of such services rendered said Trustees.

12. **ATTORNEYS' FEES**—If Trustees or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustees or Beneficiary under this Deed of Trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this Deed of Trust by judicial proceedings, pursuant to the terms hereof, or authorizes Trustees to conduct Trustees' sale proceedings hereunder, Trustees and Beneficiary shall be reimbursed by Grantor, immediately and upon demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case, whether or not suit be commenced, and the same shall be secured hereby as a further charge and lien upon the premises.

13. **DELAY**—No delay by Beneficiary or Trustees in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. **RIGHT OF RELEASE**—Without affecting the liability of any person (other than any person released pursuant thereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Beneficiary or Trustees acting pursuant to the written direction of Beneficiary may at any time and from time to time, without notice:

(a) Release any person liable for payment of any indebtedness secured hereby.

(b) Extend the time, or agree to alter the terms, including without limitation to increase the applicable rate of payment of any of the indebtedness.

(c) Accept additional security of any kind.

(d) Release the property or any part thereof securing the indebtedness.

15. **SUPERIORITY OF LIEN**—Any agreement hereafter made by Grantor and Beneficiary pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrances insofar as the parties hereto may legally so covenant and agree.

16. **TRUSTEE SUBSTITUTION**—The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to Beneficiary, to be exercised at any time hereafter, without specifying any reason therefor, by filing for record in the office where this instrument is recorded, a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever Beneficiary deems it advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon record of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without any further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the premises hereby conveyed, and with all the rights, powers, trust and duties of their, his or its predecessor in the trust hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder.

17. **NOTICE**—Except as otherwise provided herein, notice of the exercise of any power conferred by this Deed of Trust upon Beneficiary herein is not required to be given, and Grantor hereby waives any notice of the election by Beneficiary to exercise any such option.

18. **RELEASE**—When all indebtedness secured hereby has been paid, then the Grantor shall execute to Grantor a good and sufficient Deed of Release shall be executed to Grantor at its expense.

19. **DESCRIPTION OF PREMISES**—The property referred to as "the real property" in the definition of the premises appearing on page one of this Deed of Trust and being hereby conveyed, is located in FREDERICK COUNTY, Maryland and described in Schedule A which is attached hereto and made a part hereof.

20. **BANKRUPTCY CLAUSE**—The entire indebtedness secured by this Deed of Trust shall become and immediately be due at the option of the Beneficiary, if by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the party of the first part, or any of its property, shall be appointed and shall not have been discharged within thirty days, or, if by decree of such a court, the party of the first part shall be adjudicated bankrupt or insolvent or any of its property shall have been sequestered, and such decree shall remain undischarged and unstayed for thirty days after the entry thereof, or if a petition to reorganize the party of the first part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall be filed against the party of the first part and shall not be dismissed within thirty days after such filing, or the party of the first part shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law, or if (without limitation of the generality of the foregoing) the party of the first part shall file a petition for an arrangement or to reorganize the party of the first

Recording fee 20.-
Md. Stamp tax 584.10
\$604.10